

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**FRED FOSTER d/b/a UNLEASHED
PRODUCTIONS,**

Plaintiff,

v.

**ROY JONES & BODY HEAD
BANGERZ d/b/a BODY HEAD
ENTERTAINMENT.**

Defendant.

CIVIL CASE NO. 2:07-cv-472-WKW

**RESPONSE OF DEFENDANT TO
ORDER TO SHOW CAUSE REGARDING MEDIATION**

Comes now the defendant, Roy Jones, by and through his undersigned counsel, and responds as follows to this Court's Order to Show Cause regarding the mediation of this matter:

1. Defendant objects to mediation on the ground that this Court lacks subject matter jurisdiction of this dispute. In his answer filed in this action on or about June 20, 2007, defendant denied that this Court has jurisdiction of this dispute. Plaintiff failed to allege that the amount in controversy exceeds \$75,000.00 and in fact the amount in controversy is far less than \$75,000.00, as clearly evidenced by Plaintiff's Exhibits identified for trial, a copy of which are attached hereto as Exhibit "A". These Exhibits include invoices and receipts for expenses totaling only \$9,307.04.

2. Plaintiff's Exhibits also include what purports to be an adding machine tape of ticket sales/returns with a purported total value of \$14,518.00 (Exhibit "1"). The Artist Engagement Contract which appears as one of Plaintiff's Exhibits (Exhibit "3") shows that Roy Jones was to receive \$18,000.00 for the performance. Therefore, the total ticket sales can not

be included in the amount in controversy since all or a substantial part of that amount would have been paid to Roy Jones under the Artist Engagement Contract. Indeed, it would appear that plaintiff may have realized a financial benefit by the cancellation of the performance given the paltry ticket sales as of the day of the performance.

3. Plaintiff's Exhibits include a Wire Transfer Request to Compass Bank for \$8,000.00 (Exhibit "5") to be wired to "Body Head Entertainment" as an advance for the show. BodyHead Entertainment received the advance but refunded \$6,600.00 on August 1, 2005, as evidenced by BodyHead Entertainment's bank statement and check attached hereto as Exhibit "B". The remaining \$1,400.00 was paid to Maurice Johnson who may not have refunded his part of the advance. If he did not, Plaintiff was out-of-pocket \$1,400.00 for the unrefunded advance.

4. It should be noted that Plaintiff's Trial Exhibits do not include cancelled checks or other evidence of payment of the amounts presumably expended by Plaintiff with the exception of a check payable to "WZHT-FM" in the amount of \$1,512.00, a receipt dated June 6, 2005 from "K. Johnson" in the amount of \$300.00, a receipt for "Promotion" dated June 8, 2005, in the amount of \$750.00, and a receipt in the amount of \$500.00 dated June 7, 2005, from "Video Productions Unlimited". There is no evidence whatsoever of actual payment by Plaintiff of the other invoices included in Plaintiff's Exhibits. The expenses for which there is some evidence of payment total \$3,062.00.

5. 28 U.F.C.S. §1332(a) provides for diversity jurisdiction in the U.S. District Courts in "civil actions when the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and cost, ...". Defendant raised the issue of this Court's lack of jurisdiction to decide this dispute in his Answer, and the Court should inquire and determine

whether it has subject matter jurisdiction. Such an inquiry and determination is to be made “at the earliest possible stage” and the District Court should inquire into subject matter jurisdiction *sua sponte* whenever jurisdiction may be lacking. *Fitzgerald v. Seaboard Sys. R.R.*, 760 F.2d 1249, 1251 (11th Cir. 1985) (per curiam); *Wernick*, 524 F.2d. at 545; see also *Save the Bay, Inc., v. United States Army*, 639 F.2d 1100, 1102 (5th Cir. 1981) (per curiam) (holding that courts must constantly examine the basis of their jurisdiction before proceeding to the merits).

5. If this Court should find that jurisdiction is lacking, the Court is powerless to order mediation or enforce any settlement agreement reached between parties participating in a voluntary mediation. Plaintiff has indicated its willingness to participate in mediation only if mediation is ordered by the Court.

6. If jurisdiction is not lacking in the present action, defendant is not opposed to mediation of this dispute.

s/Marvin H. Campbell
Marvin H. Campbell (CAM0019)
Attorney for Defendants
P.O. Box 4979
Montgomery, AL 36103-4979
Phone: (334) 263-7591
Fax: (334) 832-9476
E-mail: mhcfirm@aol.com

CERTIFICATE OF SERVICE

I certify that on February 15, 2008, I electronically filed the foregoing with the clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Michael Guy Holton, Esq.
Jennifer Mae Holton, Esq.
Fuller, Taylor, & Holton, P.C.
5748 Carmichael Parkway, Suite D
Montgomery, AL 36117

s/Marvin H. Campbell
MARVIN H. CAMPBELL

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**FRED FOSTER d/b/a UNLEASHED
PRODUCTIONS,**

Plaintiff,

vs.

**ROY JONES & THE BODY HEAD
BANGERZ d/b/a BODY HEAD
ENTERTAINMENT.**

Defendant.

CIVIL CASE No: 2:07-cv-00472

PLAINTIFF'S EXHIBIT LIST

COMES NOW, Plaintiff, by and through the undersigned counsel of record and Pursuant to Federal Rules of Civil Procedure Rule 26 (a)(3) and submits the following Exhibit List of documents Plaintiff intends to submit as evidence at trial of this matter, and states as follows;

1. Plaintiffs Exhibit 1 - Ticket Returns, attached hereto and marked as Plaintiffs Exhibit 1;
2. Plaintiffs Exhibit 2 - Receipt from rental of the Carmichael Center, attached hereto and marked as Plaintiffs Exhibit 2;
3. Plaintiffs Exhibit 3 - Artist Engagement Agreement, attached hereto and marked as Plaintiffs Exhibit 3;
4. Plaintiffs Exhibit 4 - Montgomery Security Department invoice and contract, attached hereto and marked as Plaintiffs Exhibit 4;
5. Plaintiffs Exhibit 5 - Compass Wire Transfer Request, attached hereto and marked as Plaintiffs Exhibit 5;

Exhibit A

6. Plaintiffs Exhibit 6 - Dillingham Media Group receipt, attached hereto and marked as Plaintiffs Exhibit 6;
7. Plaintiffs Exhibit 7 - Dillingham Media Group receipt, attached hereto and marked as Plaintiffs Exhibit 7;
8. Plaintiffs Exhibit 8 - Video Productions Unlimited receipt, attached hereto and marked as Plaintiffs Exhibit 8;
9. Plaintiffs Exhibit 9 - Azar's Uniform receipt, attached hereto and marked as Plaintiffs Exhibit 9;
10. Plaintiffs Exhibit 10 - Carmichael Center rental Agreement, attached hereto and marked as Plaintiffs Exhibit 10;
11. Plaintiffs Exhibit 11 - Clear Channel Radio statement and receipt, attached hereto and marked as Plaintiffs Exhibit 11;
12. Plaintiffs Exhibit 12 - Receipt for Jerome Davidson services, attached hereto and marked as Plaintiffs Exhibit 12;
13. Plaintiffs Exhibit 13 - Receipt of promoter, attached hereto and marked as Plaintiffs Exhibit 13;
14. Plaintiffs Exhibit 14 - Advertisement Card, attached hereto and marked as Plaintiffs Exhibit 14;
9. Further, Plaintiff reserves the right to amend this Exhibit list upon receipt of any additional documents or discovery provided by Defendants.

RESPECTFULLY SUBMITTED this the 13th day of February, 2008.

/s/Michael Guy Holton
Michael Guy Holton (HOL106)
Jennifer Mae Holton (DAV167)
Fuller, Taylor & Holton, P.C.
5748 Carmichael Parkway, Suite D
Montgomery, Alabama 36117
(334) 244-0447
gholtonattorney@hughes.net
jholtonattorney@hughes.net

CERTIFICATE OF SERVICE

I do hereby certify that I have served a copy of the foregoing on the below listed counsel by filing same on the E-File Court Filing System for the United States District Court, Middle District of Alabama, Northern Division and by emailing Counsel for Defendant PDF of each Exhibit hereto on this the 13th day of February, 2008.

Marvin H. Campbell, Esq.
P.O. Box 4979
Montgomery, Alabama 36103

/s Michael Guy Holton
OF COUNSEL

PLAINTIFF'S
EXHIBIT

CASE NO. **TTT's**

EXHIBIT NO. **1**

(1 of 2)

[illegible]

(2 of 2)

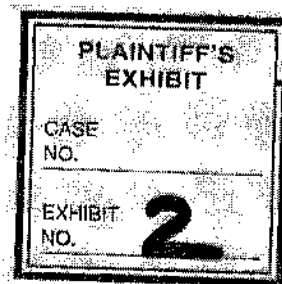
Carmichael Center, Inc
 150 E. Fleming Road
 Montgomery, AL 36105
 (334)-281-4288

INVOICE # IU1000	
Account #	11020
Invoice Date	07-8-2005
Due Date	07-8-2005

Bill To :
 Unleashed Production

QTY	Item -- Description	Item Price	Line Total
2743	Tickets	\$1.00	\$2,743.00
2743	Parking	\$1.00	\$2,743.00

Subtotal	\$5,486.00
Tax	\$0.00
Shipping	\$0.00
Total Due	\$5,486.00



05/27/2005 14:22 3342790059

OFFICE DEPOT 163

PAGE 82

ARTIST ENGAGEMENT CONTRACT

Agreement made this 27th day of May, 2005
 Between Roy Jones & The Body Head Bangerz (Magic/Choppa/Young
 Bleed/Boneface/LBoogie/Perion/Bleed/Sdub) (hereinafter referred to as
 "ARTIST") and ULEASHED Productions (hereinafter referred to as
 "PURCHASER").

It is mutually agreed between the parties as follows:

The PURCHASER hereby engages the ARTIST hereby agrees to perform the engagement hereinafter provided, upon all terms and conditions herein set forth, including those hereof entitled "Additional Terms and Conditions".

1. PLACE OF ENGAGEMENT Carmichael Center
2. DATE OF ENGAGEMENT July 8th
3. HOURS OF ENGAGEMENT 1 show @ approximately tbd
4. SOUND CHECK tbd
5. FULL PRICE AGREED UPON \$18,000.00

All deposits are non refundable.

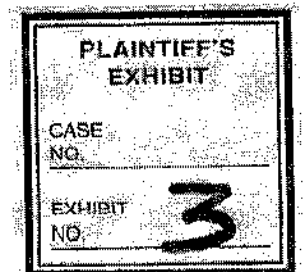
All deposits shall be paid by certified check, money order, or cash as follows:

- (A) \$8000.00 shall be paid by PURCHASER to and in the name of ARTIST representative, not later than 48 HOURS AFTER CONTRACT HAS BEEN ISSUED.
 (B) \$10,000.00 shall be paid by PURCHASER to ARTIST at the hotel 2 hours BEFORE SHOW and upon arrival at HOTEL in CASH ONLY. Agent is hereby irrevocably authorized to turn over all payment to ARTIST no later than 2 HOURS BEFORE SHOWTIME.
 (C) Additional payments, if any, shall be paid by PURCHASER to ARTIST not later than SAME DAY.

IF SCHEDULED PAYMENT(S) ARE NOT MADE ON TIME, ARTIST HAS THE RIGHT TO CANCEL THIS AGREEMENT AND PURCHASER SHALL BE LIABLE TO ARTIST FOR DAMAGES, IN ADDITION TO THE COMPENSATION PROVIDED HEREIN.

6. SCALE OF ADMISSION Amount of people x 1-Potential Gross \$
7. Purchaser agrees to no advertising until %50 deposit, signed contract and rider are received.

(1 of 2)



Montgomery Security Department

Montgomery, Alabama

Montgomery, Alabama

Montgomery, Alabama

Montgomery, Alabama

CENTRAL MONTGOMERY SECURITY

FRED FOSTER

Legal representative for UNLEASHED PRODUCTIONS

Montgomery Security Department

Montgomery Security Department requires that a minimum number of hours be met. Therefore, the

service will be July 9, 2005. 7pm - 1:00 AM

I understand that all access made will be at the sole discretion of the company and employees

\$1738.00 Due at end of Service

Montgomery Security Department requires that a minimum number of hours be met. Therefore, the

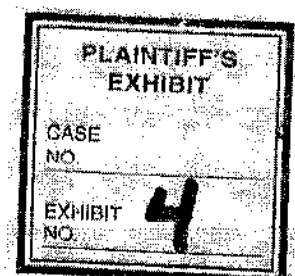
service will be July 9, 2005. 7pm - 1:00 AM

Montgomery Security Department

Montgomery Security Department requires that a minimum number of hours be met. Therefore, the

service will be July 9, 2005. 7pm - 1:00 AM

(Page 1 of 2)



INVOICE

276084

[illegible]

(page 2 of 2)

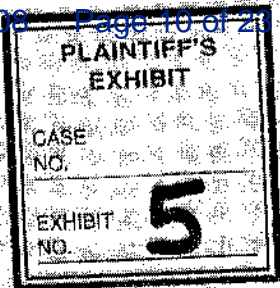


Compass Bank

WIRE TRANSFER REQUEST

☒ Domestic☐ International

Effective Date: 06/01/2005



AMOUNT INFORMATION		RECEIVING/BENEFICIARY BANK INFORMATION	
<input type="checkbox"/> To be sent in USD: Amount: \$ 8,000.00		Bank Name: WACHOVIA BANK (Bank where beneficiary or beneficiary bank holds an account)	
<input type="checkbox"/> To be sent in Foreign Currency: Currency: _____ Type: _____		Bank Address: 235 EAST NINE MILE RD (Please provide at minimum city, and state or country) PENSACOLA, FL 32534	
Foreign Currency Amount: \$ _____ OR Closest Equivalent of USD \$ _____		Bank ID: 063000021 (ABA No., SWIFT No., or other routing code)	
ORIGINATOR INFORMATION		BENEFICIARY INFORMATION	
Debit Account #: 0024537609		Credit Account #: 2000015734314	
Customer Name: VALENCIA L FOSTER		Account Name: BODY HEAD ENTERTAINMENT INC.	
Customer's Street Address: 5812 PORTSMOUTH DR MONTGOMERY AL 36116		Account Address: _____ PENESACOLA FL 32534	
INTERMEDIARY/BENEFICIARY BANK INFORMATION		REFERENCE BENEFICIARY INFORMATION	
Bank Name: _____			
Bank Address: _____			
Bank ID: _____ (Code or other identifying information)			

The undersigned customer/originator acknowledges receipt of the agreement on the reverse side of this request and agrees to its terms and conditions.

 Authorized Customer / Originator Signature	ID REQUIRED: <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport	State (Country): AL	Number: 6163966
	Tax ID Number: 426-13-6944	Phone Number: (334) 286-4016	

TO BE COMPLETED BY BANKING CENTER/DEPARTMENT (PLEASE PRINT OR TYPE CLEARLY)		
Signing below acknowledges that proper procedures have been completed.		
Banking Center/Office Phone Montgomery Mall (334) 409-7366	State (i.e., AL/AZ/CO/FL/NM/TX): AL Account: 24537609 Cost Center: 30304	Does request require Management Committee approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Initiated By (Print) Quentin O. Byrd	Collected Balance \$ 22,302.17	Name of Management Committee Member Contacted: _____
Initiated By (Signature)	Account "marked up" for deposit coming? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Reviewed/Approved By (Print)	NOTE: ALL INTERNATIONAL WIRES AND ALL DOMESTIC WIRES > \$100,000 REQUIRE BOTH INITIATOR AND APPROVER SIGNATURES.	Compass Bank will charge a fee for the wire transfer requested, according to the type of transfer, as set forth in its then existing schedule on wire transfer fees.
Reviewed/Approved By (Signature)		
Time Called Voicemail		

DILLINGHAM
MEDIA GROUP

 5295 Vaughn Rd Ste 19
 Montgomery, Alabama
 toll free: 888.215.1456
 or 334.215.1456
 toll free fax: 888.215.1457
 334.215.1457

email: dm@dinghammedia.com

Invoice

Client Unleashed Production

Job Poster 11x17(40) Flyers 9.25x5.5(100)

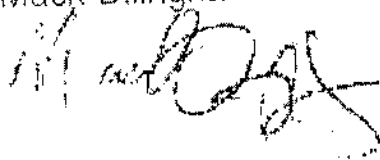
Quantity 5000 Ray Jones & Body Head Bureau

Price \$ 1525 PAID check 387

Signature [Signature]

Date 6/2/05

Mack Dillingham Owner




IMPORTANT NOTES

1. If your job is color critical, you must request a color proof along with your job. Color proofs are not included in our prices.
2. We are not responsible for proofing your work. Please proof (spell check) before submitting any work.
3. Please Note: In order to offer better than nationwide prices and the inexpensive four color prices, we produce our postcards in a "gang" format on 4 color offset presses. We will make every effort to produce a reasonable representation of your print job based on your supplied images. However, be advised that Axis flyers does not guarantee color matching.
4. All orders are subject to underruns and will be billed at

price per thousand of quantity of entered order. Any orders specifying "no underruns" will require a 5% increase in per 1000 prices to cover the cost of materials used in meeting the exact order requirements. (This includes specialty paper orders.)

5. A note about turnaround time: Factors such as mechanical breakdowns and shipping company practices are out of our control and we cannot be held responsible if they affect a shipment from arriving "on time". For this reason we do not "guarantee" when a package will get there, however you do have our promise to do "everything that is reasonably possible" to get your package to its final destination in a speedy fashion.

**DILLINGHAM
MEDIA GROUP**

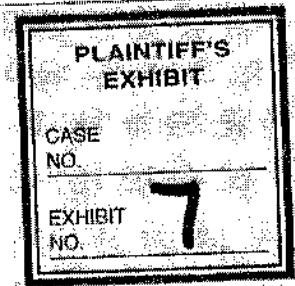
 5295 vaughn rd ste 19
 montgomery, alabama
 toll free: 888.215.1456
 or 334.215.1456
 toll free fax: 888.215.1457
 334.215.1457

email: dm@dinghammedia.com

Invoice

Client Unleashed ProductionsJob All access PressesQuantity 20Price \$3.75 each \$75

Signature _____

Date 7/8/07

Mack Dillingham Owner

A handwritten signature in dark ink, appearing to read "Mack Dillingham".

IMPORTANT NOTES

1. If your job is color critical, you must request a color proof along with your job. Color proofs are not included in our prices.
2. We are not responsible for proofing your work. Please proof (spell check) before submitting any work.
3. Please Note: In order to offer better than nationwide prices and the inexpensive four color prices, we produce our postcards in a "gang" format on 4 color offset presses. We will make every effort to produce a reasonable representation of your print job based on your supplied images. However, be advised that Axis flyers does not guarantee color matching.
4. All orders are subject to underruns and will be billed at

price per thousand of quantity of entered order. Any orders specifying "no underruns" will require a 5% increase in per 1000 prices to cover the cost of materials used in meeting the exact order requirements. (This includes specialty paper orders.)

5. A note about turnaround time: Factors such as mechanical breakdowns and shipping company practices are out of our control and we cannot be held responsible if they affect a shipment from arriving "on time". For this reason we do not "guarantee" when a package will get there, however you do have our promise to do "everything that is reasonably possible" to get your package to its final destination in a speedy fashion.



Video Productions Unlimited

Payment Receipt

As of 6/7/2005

PLAINTIFF'S
EXHIBIT

CASE
NO.

EXHIBIT
NO.

8

3001 Zelda Road Suite 500 - Montgomery, AL 36106
Ph: (334) 215-4367 Fax: (334) 215-4368

ellent

Unleash Production
Fred Foster

Event

Roy Jones Spot
Event Date: Tuesday, 6/7/2005
Start Time: 12:00 AM
End Time: 12:00 AM

Package

Name	Description	Price
Commercial Production-Animated		\$500.00

Total Package Price: \$500.00

Additional Items

Item	Unit Price	Qty	Discount	Price	Tax	Total
<div>Totals:</div> <div>0</div> <div>\$0.00</div> <div>\$0.00</div> <div>\$0.00</div> <div>\$0.00</div>						

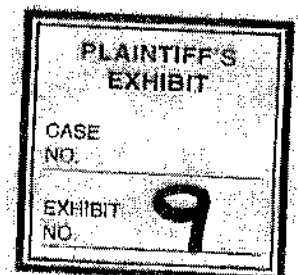
Payments Made

Pmt Date	Type	Description	Amount
6/7/2005	Personal Check	Retainer	\$100.00
6/7/2005	Cash	Balance	\$400.00

Summary

Event Package Total:	\$500.00
Additional Items Total:	\$0.00
Discount:	\$0.00
Subtotal:	\$500.00
Payments Received:	\$500.00
Balance Due:	\$0.00

Total Payments Made: \$500.00



Carmichael Center, Inc.
150 E. Fleming Road
Montgomery, AL 36105
(334) 281-4288

RENTAL AGREEMENT

PLAINTIFF'S
EXHIBIT

CASE
NO.

EXHIBIT
NO.

10

This agreement made and entered into this 27th day of May, 2005 between The Carmichael Center, Inc. hereinafter referred to as The Center and Unleashed Productions hereinafter referred to as Sponsor.

WHEREAS, The Center, is from time to time available for rent; and
WHEREAS, desires to rent the facility as hereinafter described, for the purpose hereinafter set forth; now
THEREFORE, In consideration of the mutual covenants and conditions herein contained, The Center and Sponsor mutually agrees as follows:

SPACE AND PURPOSE. Permission is hereby granted to use and occupy the following described space within The Center for the following, and no other purpose:

- (a) **Space:** Arena Area, Stage, Dressing Rooms, Bath Rooms, Lobby, Podium, Two Mics
- (b) **Purpose:** Roy Jones Jr. Concert
- (c) **Number of Attendants:** 3000
- (d) This Rental Fee is based on the number of attendance, equipment, staff and time as outlined in section (a,b,c,e,g). Any increase in attendance, time or staff will be added to the amount given in section (i).
- (e) As per the scope of this event, the Center will provide the following support inclusions:

Setup, Breakdown, In House Audio Visual, Persons to run Audio Visual, per attached Addendum A if applicable.

- (f) The Center expressly reserves for its own use all lobbies, offices, halls, corridors, concession stands, grounds and other space in and about the facility except as hereinabove expressly set forth.

USE DATE AND TIME.

- (g) Use of the rented space shall begin at 2:00 pm on the 8th day of July, 2005, & end on or about 2:00 am, on the 9th day of July, 2005.
- (h) **Property.** If Sponsor neglect or refuses to remove its property from the facility, the adjacent parking lots and driveways, or from other premises of The Center, by the ending date and time set forth above, the parties agree that The Center may remove and place in storage any and all of such property at the sole cost and expense of Sponsor and that after a period of 30 days from the ending date of this agreement, the property shall be deemed abandoned and shall become the property of The Center to be disposed of or utilized at The Center's discretion.

RENTAL FEE

- (i) Sponsor agrees to pay The Carmichael Center an All Inclusive Rental Fee of \$4,000.00 or 42% of ticket sales, whichever is greater, plus security.
- (j) Sponsor agrees to remit with the return of this signed contract, by cash or cashier's check, a non-refundable deposit in the amount of \$4,000.00, which amount will be applied toward the total rental fee charged to Sponsor.
- (k) Sponsor agrees to pay any balance the night of the show.
- (l) Sponsor agrees to furnish 50 tickets to the Facility Director for house use.
- (m) Any ticket sale or cash receipts in the possession of The Center may be applied to the payment of said rental fee, and Sponsor waves all rights to that portion of ticket sale receipts necessary to pay said rental fee or other charges due The Center in connection with the event.
- (n) TicketMaster, Inc., will act as the exclusive ticket sales contractor to produce, sell and distribute all tickets for this event, in accordance with the TicketMaster agreement between Carmichael Center, Inc. and TicketMaster, Inc., unless agreed otherwise by both parties, if applicable.

N/A

(page 1 of 3)

PARKING & TICKET SALES

Sponsor agrees to add \$1.00 for parking & \$1.00 for ticket sales to face value of ticket which will be paid to the Carmichael Center the day of event.

CANCELLATION BY SPONSOR

- (o) Should *Sponsor* cancel the event covered in this contract or fail for any reason to use the premises covered by this contract, no refund of the deposition will be made and the full rental fee called for by the contract will be due and payable immediately at *The Center* as liquidated damages. These remedies shall be in addition to any other available by law to *The Center*. Weather, rendering performance impossible or impracticable for *Sponsor* shall not be deemed justification for cancellation.

DEFAULT BY SPONSOR

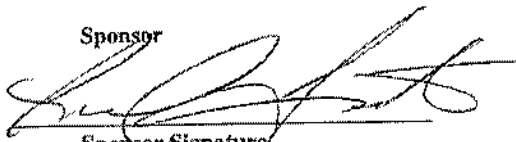
- (p) Should *Sponsor* default in the performance of any of the terms of this contract, *The Center* at its option may terminate this agreement. In the event of such termination for default, no refund of deposition will be made, and *Sponsor* will be held liable for the full amount of said rental fee as liquidated damages. These remedies shall be in addition to any other remedies available by law to *The Center*. Should *The Center* exercise the right to terminate this agreement, *Sponsor* agrees to forego any and all claims for damages against *The Center* and further agrees to waive any and all rights which might arise by reason of the terms of this agreement, and *Sponsor* shall have no recourse of any kind against *The Center*.

INDEMNIFICATION

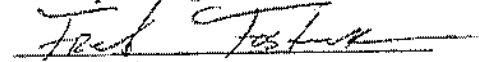
- (q) The Center assumes no responsibility whatsoever for any property placed in the facility and *The Center* is expressly released and discharged from any and all liabilities for any loss, injury or damage to person or property that may be sustained by reason of the occupancy and use of said premises under this agreement, provided the loss, injury or damage is not the result of negligence by *The Center*. *Sponsor* will pay all applicable state, & federal taxes through the Center on day of show.
- (r) *Sponsor* shall furnish *The Center* no later than 10 days in advance of the term of this agreement a certificate showing that there is in force and effect a policy liability insurance in the form of comprehensive or general liability in which *Sponsor* is named the issued and *The Center* as an additional insured with limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit covering bodily injury, death and property damage, if applicable. N/A

Signed this the 27th day of May, 2005.

Sponsor



Sponsor Signature



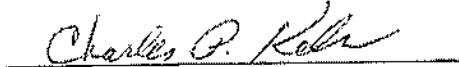
Print Name

Witness

Witness Signature

Print Name

Carmichael Center, Inc.



Carmichael Center Signature



Print Name

Witness

Witness Signature

Print Name

(Page 2 of 3)

ADDENDUM A

*Audio System Equipment

Delay Ring 5 - EAW K1650z, Audience Side Fill 2 - EAW MK3164, Front 4 - EAW UB82, Floor WedSubwoofers 4 - EAW BH822e, 4 - EAW SB528zpges 8 - EAW SM15 (bi-amp)

Mixing Consoles - Crest X-VCA 48 (48 ch., 4 matrix outputs, 8 aux. Outputs & 8 VCA groups) Crest X-12 monitor 40 (40 ch., 4 matrix outputs, 12 aux. Outputs & 4 groups)

Monitor Racks - 4 - DBX 2231 (Dual 31 Band EQ), 1 - TC Electronics M-ONE (2 ch. multi effects), 1 - Presonus ACP88 (8ch. comp/gate)

Front of House Racks - 1 - DBX 2231 (Dual 31 Band EQ), 1 - Lexicon PCM81 (2ch. multi effects), 2 - Yamaha SPX990 (2ch. multi effects), 1 - Yamaha REV 500 (2 ch. reverb unit), 1 - Presonus ACP88 (8 ch. Comp/gate), 1 - Sony CDRW33 (CD recorder), 1 - Sony PCMR300 (DAT player/recorder), 1 - Tascam CD700 (CD/ tape player).

Microphone Package - 3 - Sennheiser EW522-A (wireless lapel ME4 mic), 5 - Sennheiser EW535-A (wireless handheld 835 element), 4 - AKG C3000 condenser mics, 2 - Shure instruBETA 52 kick drum mics, 6 - Sennheiser E604 Drum mics, 6 - Shure BETA87A condenser vocal mics, 8 - Shure SM-57 LC vocal/instrument mics, 4 - Shure SM-81 LC condenser ment mics, 4 - Shure SM-58 LC vocal mics.

*Lighting

Moving Lights/Miscellaneous

6 - Martin MAC 500 Intelligent Fixtures

Standard Lights - 60 - PAR 64 1kw

3 - Altman Voyager (follow spot)

Control - 1 - Leap Frog Zero88 DMX lighting console

*Video Presentation - Projection

2 - EIKI LC-X4 (5200ansi lumen) LCD Projectors

2 - Dalite Permwall 126" X 168" (permanently wall mounted stage left and right)

Additional stage sections available at an extra charge to be determined by number of sections required.

* Any additional audio visual or lighting requirements will be the responsibility of the Sponsor & if used in conjunction with "in house equipment", prior approval must be obtained by the Center.

Sponsor must furnish, at their expense, any additional personnel required for use of "in house" or Sponsor furnished audio, visual or lighting, which is beyond the Center's personnel's expertise.

Sponsor

Sponsor Signature

Carmichael Center, Inc.

Charles P. Kelson
Center Signature

(page 3 of 3)

CLEAR CHANNEL RADIO

CART #

ACCOUNT #

DATE

STATION W 2 14 TACCOUNT Unleashed ProductionSALES REP Albera

CASH IN ADVANCE

AMT PD 1512

LENGTH (CIRCLE) 10 15 30

STANDARD CALENDAR

STATEMENT TO

Unleashed Production
5812 Dorsetmouth Dr
Montgomery, AL 36116
 BUYER Fred Foster
 LOCAL AGENCY

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
AM MD PM EVE TAP	AM MD PM EVE TAP	AM MD PM EVE TAP	AM 9 MD 4 PM ON 2 EVE 1 TAP	AM 10 MD 4 PM ON 2 EVE 1 TAP	AM 11 MD 4 PM ON 2 EVE 1 TAP	AM 12 MD PM EVE TAP
AM 13 MD PM EVE TAP	AM 14 MD PM EVE TAP	AM 15 MD PM EVE TAP	AM 16 MD 4 PM ON 2 EVE 1 TAP	AM 17 MD 4 PM ON 2 EVE 1 TAP	AM 18 MD 4 PM ON 2 EVE 1 TAP	AM 19 MD PM EVE TAP
AM 20 MD PM EVE TAP	AM 21 MD PM EVE TAP	AM 22 MD PM EVE TAP	AM 23 MD 4 PM ON 2 EVE 1 TAP	AM 24 MD 4 PM ON 2 EVE 1 TAP	AM 25 MD 4 PM ON 2 EVE 1 TAP	AM 26 MD PM EVE TAP
AM 27 MD PM EVE TAP	AM 28 MD PM EVE TAP	AM 29 MD PM EVE TAP	AM 30 MD 4 PM ON 2 EVE 1 TAP	AM 1 MD 4 PM ON 2 EVE 1 TAP	AM 2 MD 4 PM ON 2 EVE 1 TAP	AM 3 MD PM EVE TAP
AM 4 MD PM EVE TAP	AM 5 MD PM EVE TAP	AM 6 MD PM EVE TAP	AM 7 MD PM EVE TAP	AM 8 MD PM EVE TAP	AM MD PM EVE TAP	AM MD PM EVE TAP

NUMBER SPOTS	RATE	TOTAL
12 SPOTS @ 60.00	30	\$ 600
24 SPOTS @ 28.00	28	\$ 672
24 SPOTS @ 10.00	5	\$ 240
SPOTS @		
SPOTS @		
TOTAL SPOTS		\$ 1,512

TRAFFIC NOTES

PLAINTIFF'S EXHIBIT

CASE NO.

EXHIBIT NO. 11

SALES MANAGER

MONTH

GROSS

NET

START 6/9/05 END 6/02/05
 BUSINESS/PRODUCT TYPE Entertainment
 CO-OP COPY YES NO

SIGNATURE

TERMS: NET 30 DAYS FROM DATE OF INVOICE. CASH DISCOUNT 2% IF PAID WITHIN 10 DAYS. THIS ACCOUNT IS TO BE PAID TO AN OUTSIDE AGENCY FOR COLLECTION. I GUARANTEE PAYMENT AND AGREE TO PAY COLLECTION FEES.

YOUR COPY - ORIGINAL

STATION - ACCOUNT EXECUTIVE

PINK - CLIENT


(page 1 of 2)

388

FREDERICK L FOSTER 02-04
5812 PORTSMOUTH DR.
MONTGOMERY, AL 36118

Date 6/7/05 61-113/050
\$1512.00

Pay to the Order of WZHT-FM Dollars 6

 **Compass Bank**
Birmingham, Alabama 35203

For [Signature]

⑆062001185⑆ 169 5548 50 0388

(page 2 of 2)

DATE 12/10/05 No. 579891

RECEIVED FROM Unleashed Productions \$ 300.00

Three hundred dollars & 00/100 DOLLARS

FOR RENT Spence Davidson

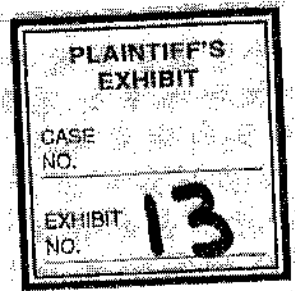
ACCOUNT	
PAYMENT	<u>300.00</u>
BAL. DUE	

☒ CASH ☐ CHECK ☐ MONEY ORDER

FROM TO

BY R. Johnson

© 2000 American Express Company



RECEIPT

date Feb 15 1 05 No

received from Ray, Aris Thacker

Monrovia

\$ 750.00

dollars

for payment of _____

☐ cash ☐ money order ☐ check ☒ bank # 0097

amount due	amount paid	balance

from _____ to _____

signature CH

ABC

2-15-05



PLAINTIFF'S EXHIBIT	
CASE NO.	
EXHIBIT NO.	14

(page 1 of 2)

(page 2 of 2)



01

2000015734314 034 140

42 34

4,308


 BODYHEAD ENTERTAINMENT INC
 4400 BAYOU BLVD SUITE 13D
 PENSACOLA FL 32514

CB

Business Checking

7/30/2005 thru 8/31/2005

Account number: 2000015734314
 Account owner(s): BODYHEAD ENTERTAINMENT INC

Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
2662	8,400.00	8/02	2680	3,814.47	8/09	2692	10,000.00	8/09
2668*	1,804.70	8/04	2681	241.24	8/05	2693	6,600.00	8/09
2669	1,974.39	8/03	2682	268.05	8/11	2694	77.94	8/08
2670	1,875.02	8/04	2683	2,043.50	8/04	2696*	1,500.00	8/22
2671	1,414.60	8/03	2684	392.13	8/04	2697	2,000.00	8/09
2672	40.38	8/08	2685	300.00	8/08	2698	4,000.00	8/04
2673	902.54	8/09	2686	206.48	8/12	2699	4,916.53	8/08
2674	213.35	8/10	2687	3,200.16	8/09	2700	58.88	8/16
2675	495.92	8/09	2688	1,200.00	8/03	2702*	906.54	8/15
2676	2,910.54	8/04	2689	2,500.00	8/03	2703	380.19	8/15
2678*	684.72	8/04	2690	3,125.00	8/04	2704	139.02	8/15
2679	1,424.13	8/09	2691	869.70	8/10	2705	97.40	8/16

* Indicates a break in check number sequence

Checks continued on next page

BODYHEAD ENTERTAINMENT, INC.

PH. 850-479-2918
4400 BAYOU BLVD. STE. 13D
PENSACOLA, FL 32503

WACHOVIA
WACHOVIA BANK, N.A.
ACH R/T 063000021
63-2/630

8/1/2005

AY TO THE
ORDER OF Fred Foster

\$**6,600.00

Six Thousand Six Hundred and 00/100***** DOLLARS

Fred Foster

MEMO

Refund for July 8 - Deposit

NOT-NEGOTIABLE

AUTHORIZED SIGNATURE

⑈002693⑈ ⑆063000021⑆2000015734314⑈

BODYHEAD ENTERTAINMENT, INC.

2693

Fred Foster

8/1/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/01/2005	Bill	July 8 - Deposit	6,600.00	6,600.00		6,600.00
				Check Amount		6,600.00

Body Head Entertainment, Refund for July 8 - Deposit

6,600.00

BODYHEAD ENTERTAINMENT, INC.

2693

Fred Foster

8/1/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
08/01/2005	Bill	July 8 - Deposit	6,600.00	6,600.00		6,600.00
				Check Amount		6,600.00

Body Head Entertainment, Refund for July 8 - Deposit

6,600.00